

This instrument prepared by and
after recording, please return to:
Paul Ode, Esq.
Downs Rachlin & Martin PLLC

Indexing Instructions:

Southeast quarter of Section 28, Township
1 South, Range 9 West

After recording, please return to:
First American Title Insurance Company
7370 College Parkway, Suite 104
Ft. Myers, FL 33907
Attn: Melody Martin

AGREEMENT AND MEMORANDUM OF LEASE

AGREEMENT made the 22nd day of March, 2002, between Warren Sullivan, an individual, with a mailing address at P.O. Box 864, Tunica, Mississippi, 38676, hereinafter referred to as "Landlord," and Crown Castle GT Company LLC, a Delaware limited liability company, with its principal offices at 2000 Corporate Drive, Canonsburg, Pennsylvania, 15317, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord entered into a lease (the "Lease"), with Memphis Cellular Telephone Company, a New York General Partnership, with a mailing address at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey, 07921, as tenant, dated May 24, 1993, for the lease of the premises described in Exhibit A attached hereto, to which Lease reference is hereby made as if the same were herein set forth at length;

WHEREAS, Memphis Cellular Telephone Company assigned its interest in the Lease to Tenant, by Assignment and Assumption Agreement dated April 1, 2000, a copy of which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, Landlord and Tenant desire to acknowledge, confirm and make record of the above,

NOW, THEREFORE, Landlord and Tenant hereby acknowledge and agree that the following accurately represents the lease agreement between them:

STATENS-DE SOTO CO. p.

APR 4 2 07 PM '02

MS0004
WALLS
816172

BK 93 PG 585
W.E. DAVIS CH. CLK.

MEMORANDUM OF LEASE

KNOW ALL PERSONS BY THESE PRESENTS that Landlord and Tenant are parties to that certain Lease, dated May 24, 1993 and commencing on August 1, 1993, (the "Commencement Date") containing the following terms and conditions:

Landlord: Warren Sullivan, an individual, with an address at P.O. Box 864, Tunica, Mississippi, 38676.

Tenant: Crown Castle GT Company LLC, a Delaware limited liability company, with its principal offices at 2000 Corporate Drive, Canonsburg, Pennsylvania, 15317.

Leased Premises: The real property leased by Landlord to Tenant is described in Exhibit A attached to this Memorandum of Lease and incorporated herein by this reference, together with a right-of-way and easement extending to Tenant's Communications Facility for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, including the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and gates, all as further described as Exhibit A.

Initial Lease Term: For a term of (5) years, beginning on the Commencement Date described above.

Expiration Date: If not otherwise extended or renewed, the Lease shall expire on July 31, 2003.

Rights to Extend or Renew: Tenant has the right to extend/renew the Lease as follows: (3) options to extend the Initial Term for periods of (5) years each on the terms and conditions set forth in the Lease. If Tenant exercises all extensions/renewals, the final expiration of the Lease will occur on July 31, 2013.

Option to Purchase: No

Right of First Refusal: No

This Memorandum of Lease will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The

Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum of Lease. This Memorandum of Lease is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum of Lease differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. A copy of the Lease and any amendments thereto is kept at Tenant's place of business, at the address noted above.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease to be effective as of the Commencement Date.

[Remainder of page intentionally left blank]

Signed, Sealed and Delivered
in the Presence of:

LANDLORD:

By: Warren W Sullivan

Print Name: WARREN W SULLIVAN

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF Tunica

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of January, 2002, within my jurisdiction, the within named Warren W Sullivan, who acknowledged that (he) (she) executed the above and foregoing instrument.

Shaunda M. Blaine
NOTARY PUBLIC

My Commission Expires



(Affix official seal, if applicable)

Signed, Sealed and Delivered
in the Presence of:

TENANT:

CROWN CASTLE GT COMPANY LLC

By: 

Print Name: Robert D. Ward

Print Title: Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority in and for the said county and commonwealth, on this 22nd day of MARCH, 2002, within my jurisdiction, the within named Robert D. Ward, who acknowledged that he is Vice President of Crown Castle GT Company LLC, and that in said representative capacity he executed the above and foregoing instrument, after having been duly authorized so to do.


NOTARY PUBLIC

My Commission expires:

(Affix official seal, if applicable)

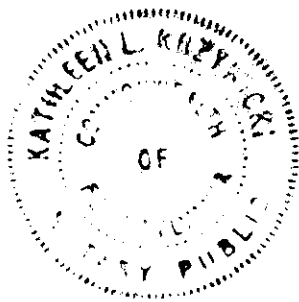
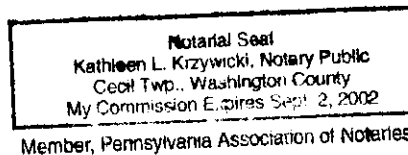


EXHIBIT A

P BK 93 PG 590

(MS0004 - Walls)

All that tract or parcel of land lying and being a survey of part of the Warren W. Sullivan property situated in DeSoto County, Mississippi, and lying in the southeast $\frac{1}{4}$ of Section 28 - Township 1 South - Range 9 West and being more particularly describes as follows:

Commencing at the southeast corner of the above said Section 28 - Township 1 South - Range 9 West (as determined from Mississippi Department of Transportation Records); thence on a relative bearing of North 90 degrees 00 minutes 00 seconds West a distance of 1152.72 feet to a point; thence North 00 degrees 00 minutes 00 seconds East a distance of 1122.13 feet to a set iron pin at the TRUE POINT OF BEGINNING; thence North 83 degrees 53 minutes 49 seconds West - 451.56 feet to a set iron pin; thence North 32 degrees 50 minutes 53 seconds East - 537.68 feet to a set iron pin; thence South 48 degrees 33 minutes 42 seconds East - 363.64 feet to a set iron pin; thence South 30 degrees 05 minutes 00 seconds West - 67.10 feet to a set iron pin; thence South 22 degrees 55 minutes 40 seconds West - 70.98 feet to a set iron pin; thence South 15 degrees 48 minutes 17 seconds West - 72.70 feet to a set iron pin; thence South 27 degrees 29 minutes 12 seconds West - 74.02 feet to the POINT OF BEGINNING containing 157.011 square feet or 3.605 acres more or less.

Bearings are relative to astronomic North s determined by solar observation.

This Instrument prepared by and upon
recording return to:

Robert D. Ward, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
PO Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-8502

Cross Reference: see Exhibit B attached

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective and entered into as of the 1st day of April, 2000, by and between **MEMPHIS CELLULAR TELEPHONE COMPANY**, a New York General Partnership, with its principal offices located at c/o GTE Wireless Incorporated, One GTE Place, Alpharetta, GA 30004 (the "Assignor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office at c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the "Assignee"). All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporation, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7, 1999, as it may have been heretofore amended (the "Formation Agreement").

WITNESSETH

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease is evidenced of record as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has at the Initial Closing on this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation

Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

[remainder of page intentionally left blank; signature pages
for both Assignor and Assignee follow]

Signature Page for Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNOR:

**MEMPHIS CELLULAR TELEPHONE
COMPANY**, a New York General Partnership

By: GTE Mobilnet of Memphis Incorporated, a
Washington corporation

By: [Signature]
Name: MICHAEL D. MANKIN
Title: Signing Officer

Attest: [Signature]
Name: JOANNE F. TODARO
Title: Assistant Secretary

[Corporate Seal]

ACKNOWLEDGMENT

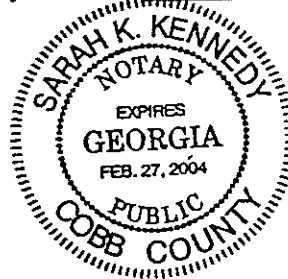
STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, the undersigned authority in and for State aforesaid, the within named Michael D. Mankin and Joanne F. Todaro, respectively who acknowledged that as Signing Officer and Asst. Secretary, respectively for and on behalf of and by authority of GTE Mobilnet of Memphis Incorporated, a Washington corporation, as general partner of Memphis Cellular Telephone Company, he/she signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned, after first being duly authorize to so do.

Given under my hand and seal of office this 27th day of March, 2000.

[Signature]
Notary Public: _____

My Commission Expires: _____



Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

By: Edward W. Wallander
Name: EDWARD W. WALLANDER
Title: Senior Vice President

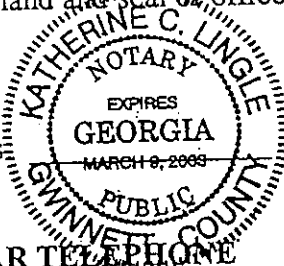
ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, the undersigned authority in and for State aforesaid, the within named Edward W. Wallander who acknowledged that as Senior Vice President for and on behalf of and by authority of Crown Castle GT Company LLC, a Delaware limited liability company, he/she signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned, after first being duly authorize to so do.

Given under my hand and seal of office this 27th day of March, 2000.

My Commission Expires:



Katherine C. Lingle
Notary Public: _____

Assignor:
MEMPHIS CELLULAR TELEPHONE
COMPANY
c/o GTE Wireless Incorporated
One GTE Place
Alpharetta, GA 30004

Assignee:
CROWN CASTLE GT COMPANY LLC
c/o Crown Castle International Corp.
510 Bering, Suite 500
Houston, Texas 77507

EXHIBIT "A"
(MS0004 - Walls)

All that tract or parcel of land lying and being a survey of part of the Warren W. Sullivan property situated in DeSoto County, Mississippi, and lying in the southeast $\frac{1}{4}$ of Section 28 - Township 1 South - Range 9 West and being more particularly describes as follows:

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Bearings are relative to astronomic North as determined by solar observation.

P. BK 93 PG 597

EXHIBIT A-1

Site Lease Description

Lease Instrument dated 5/24/1993 by Warren Sullivan, as Lessor and Memphis Cellular Telephone Company (as Lessee, as the same may have been heretofore amended or assigned).

EXHIBIT B

Recording Information of Site Lease

Document(s) of record in Desoto County, Mississippi Records as follows:

| Date Recorded | <u>Book</u> | <u>Page</u> | Instrument # |
|---------------|-------------|-------------|--------------|
|---------------|-------------|-------------|--------------|

EXHIBIT C

P BK 93 PG 599

Co-Location Leases

Initial Lease(s) dated as Initial Tenants:
follows:

as the same may have been heretofore amended

EXHIBIT D

Assignor's Equipment

That certain equipment described and located as follows:

Antenna(s)

| Manufacturer | Model | Max ERP | Distance | TIP Height |
|------------------|-----------|---------|----------|------------|
| Decibel Products | DB-567R90 | 100.00 | Mtr | 91.00 |
| Decibel Products | DB-567R90 | 100.00 | Mtr | 91.00 |
| Swedcom | ALP4014N | 100.00 | Mtr | 91.00 |

Microwave Equipment

| Manufacturer | Model | Structure Height | Primary Center Line |
|--------------|-------|------------------|---------------------|
| N/A | | | |

Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.